

KILRUSH PIER (PROPOSED PROVISIONAL ORDER).

RETURN to an Order of the Honourable The House of Commons,
dated 3 July 1903—for,

COPY "of the REPORT made to the BOARD OF TRADE on the subject of an INQUIRY held by the BOARD OF TRADE at the COURT HOUSE, KILRUSH, on the 27th day of April, 1900, relative to a PROVISIONAL ORDER applied for by Mr. Vandeleur on the subject of KILRUSH PIER, which PROVISIONAL ORDER has been refused."

INQUIRY INTO PROVISIONAL ORDER FOR KILRUSH PIER.

Captain Hector B. Vandeleur, Promoter.

SIR,

May 5, 1900.

I HAVE the honour to report that, in accordance with directions from Sir Courtenay Boyle (on H. 2053.00), I held an Inquiry at the Court House, Kilrush, at 10.30 a.m. on the 27th April last.

The date and place of Inquiry were duly advertised in the local papers and full notice given.

Captain Vandeleur was represented by Mr. Phelps, barrister of Limerick, the Kilrush Urban District Council by Mr. P. Lynch, and the South Clare Railway Company by Mr. Murphy. The Clare District Council acted with the Kilrush Council, and were not separately represented.

The application was for the extension of the existing Merchants Quay at Kilrush so as to form a continuous wharfege as far as what is known as the Customs Quay, and to vest the entire wharfege in Captain Vandeleur, and also to grant dues on the work as a whole.

The proposal was strongly opposed by the District Council and by the Railway Company.

The predecessors of Captain Vandeleur, about the time of the Irish Famine, 1846 to 1850, with the assistance of the Board of Works, expended some 800*l.* on the construction of the Merchants Quay, but it was not clearly proved if the Board gave a grant of 600*l.* towards this sum, or if it was only an advance on loan, but apparently it was the latter. The then owner, Colonel Vandeleur, charged dues on a schedule of his own; and dues were paid, apparently without dispute, for many years. The first vessel to use the works was the schooner "Confidence" on October 14th, 1848.

Dredging has been done from time to time to a small extent, and the total cost of the works is stated to have been 1,300*l.*

In 1891 the South Clare Railway was opened, and certain powers of acquisition and of way-rights were granted by Parliament. Acting under these powers, the Company placed rails on the Merchants Quay, a proceeding strongly resisted by Mr. Taylor, to whom Colonel Vandeleur had subleased the wharf and tolls, but force was used and the rails were laid. It was not contended that the Railway Company ever paid a compensation for way-rights, nor that they paid dues except for wharfege dues on landing cargo. The schedule of dues was from time to time revised and was last adjusted in 1896.

Messrs. Glyn, of Kilrush, large Flour Merchants, however, objected to certain increases in the dues, chiefly in regard to dues on steamers. They had

objected to quayage dues in 1894, and in 1898 the dispute resulted in legal proceedings, at the close of which Mr. Justice Andrews decided that Captain Vandeleur was entitled to quay dues (copy of judgment attached), and in consequence of this decision the South Clare Railway now pay quay dues, but not other dues.

The usual appliances for a trading wharf receiving dues are lacking. There are no harbour lights, no quay or road lights, no cranes, weighing machines, sheds, warehouses or storage of any sort, and the quay is thus without any of the usual facilities that compensate for the charging of dues on shipping.

Many vessels trading in the vicinity draw 12 feet of water, but at present there is only 11 feet water at spring tides here and only 5 feet at high water neap tides. It was however stated that vessels of 12 feet draught managed sometimes to get in on a high tide.

An unanimous opinion was expressed by all the witnesses that dredging was an absolute necessity for the port, and that without dredging any extension of the present wharf was comparatively useless.

The Customs Pier, to which it is proposed to extend and to join the Merchants Quay, is under a 999 years lease to Messrs. Russell, of Limerick, and has a clause stipulating that no extension of the Merchants Quay shall approach nearer than 50 yards of the Customs Quay. It was stated on behalf of Captain Vandeleur that this clause had been surrendered, but nothing was produced in the way of evidence to prove this statement.

The present average gross profit of the existing wharf appears to be about 100*l.* per annum, the earnings being about 200*l.*

For the Opponents it was contended that no consent as required by sec. 25 of the Piers and Harbours Amendment Act (25 Vic. cap. 19), had been given either by the District Council in regard to right of way, or by the Railway Company in regard to their interests, and that the Order, if granted, would prejudice them adversely to sec. 14, Piers and Harbours Act (24 & 25 Vic. cap. 45).

They urge that the sum proposed to be spent will not provide reasonable access or proper facilities for shipping, while on the other hand dues will be established under Parliamentary authority, and will thus be legalised.

They also urge that the ratepayers, who are already heavily charged for the South Clare Railway, are very desirous of establishing a good port here, in which they will be assisted by the railway, and of providing such facilities by wharfage and dredging as will stimulate the trade, and thereby ease their rating burdens considerably.

They point out that the neighbouring pier at Cappa is already in the hands of the District Council, and that they would, if the Merchant Quay and new work was within their control, work them in conjunction and to the benefit of all ratepayers. Only one witness was called in favour of the Order, Mr. Mahoney, and even he strongly advocated extensive dredging.

A large number of witnesses were against the scheme, and among them Mr. O'Brien, Chairman of the Urban District Council, who stated the Council were anxious and ready to prepare a complete scheme, and to meet the large expenditure required for developing the harbour properly.

The question of title was opened, but this I declined to deal with. Captain Vandeleur, however, acknowledges that the site is Crown property (Woods and Foreste), and is prepared to take a lease of it without dispute, although there are ancient charters and grants in his family which give grounds for dispute if the question of title has to be legally dealt with by the Courts.

The proposed extension would enclose a considerable area of tidal land, and this matter has not been considered fully in preparing the scheme. Either party would, however, be willing to take a Crown lease over it.

I submit the following objections to granting the Order, which require considerable re-drafting, especially in those items that confer a retrospective title on Captain Vandeleur:—

- 1st. The Order as at present drafted confirms a claim to an ownership which is doubtful and disputed, and which, by agreement, carries with it certain dues, now in abeyance and under dispute.
- 2nd. The proposed works are insufficient for their purpose, and do not afford navigational facilities of a nature to compensate shipping for paying dues.
- 3rd. No specific dredging operations are defined, nor are the lighting, cranes and warehousing appliances specified, and apparently none are intended.
- 4th. No consent of Messrs. Russell to breach of their lease was produced or proved.
- 5th. No provision has been made for dealing with the slob land that will be enclosed by the extension.
- 6th. The desire of the District Council and Railway Company to develop the port in an efficient manner for the general benefit of the locality and the ratepayers. Local opinion, as far as I could see at the Inquiry, was strongly in favour of the Council. Captain Vandeleur states he is perfectly willing to accept compensation for Merchants Quay and to relinquish the scheme to them if they desire it.
- 7th. The failure of the Promoter to comply with sections 24, 25 of the Piers and Harbours Act, 24 & 25 Vict. c. 45, and section 25 of the Amendment Act, 25 Vict. c. 19. These consents are absolutely refused, and if the rights are sustainable, as they appear to me to be, this defect would in itself stop the Order proceeding.

I therefore submit that, in these circumstances, the Board should decline to proceed with the Order applied for by Captain Vandeleur, and refuse his application.

I have the honour to be, Sir,

Your obedient Servant,

(Signed) FOLEY C. P. VEREKER,
Captain R.N., A.I.C.E., and Professional
Officer.

The Assistant Secretary,
Fisheries and Harbour Department.

Board of Trade, }
8 July 1900. }

T. H. W. Pelham,
Assistant Secretary.

**HILTON FEE (PROPOSED
PROVISIONAL ORDER)**

COPY of the Notice made to the House at
Twelve on the subject of an Inquiry held by
the House at Twelve at the Court House,
Exeter, on the 20th day of April, 1900,
relating to a Provisional Order applied for by
Mr. Toulton in the subject of **Exeter
Fees**, which Provisional Order has been
refused.

(Major Jackson.)

Ordered by The House of Commons, in this House,
4 July 1900.

L E T T E R

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